

CHANGE ORDER



Elections Balloting Facility

3000 Rockefeller
Admin West 3rd Floor
Everett, WA. 98201

Date: **02/16/2024**
CO No: **PW23-013SB-CO-04**
Contract No: **PW23-013SB**

Contractor:

Bayley
8005 SE 28th Street
Mercer Island, WA 98040

You are authorized to perform the work listed below upon receipt of an approved copy of this change order. All work, materials and measurements are to be in accordance with the provisions of the existing contract, standard specifications, and special provisions of the type of construction involved.

Provide exterior lift for material delivery to the job site. **\$44,142.75** (The freight elevator intended for material deliveries is not working.)

It is agreed that work associated with this Change Order shall be accomplished:

- For a contract increase of \$44,142.75 excluding sales tax.

Cost Data shall be supported by one of the following methods.

- Pre-Approved Unit Price
 Unit Price.
 Time and Materials Price
 Lump Sum Price.
 Force Account Price

It is further agreed that the work shall affect Contract Time as follows:

- With no change in contract completion dates.
 With contract time extension of zero working days.

Contractor acceptance:

Snohomish County approval:

Date: 2/21/24

Facilities Director Date: _____

CHANGE ORDER



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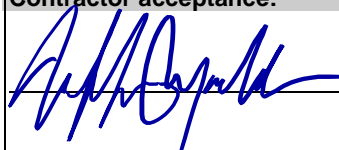
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Contractor acceptance:

Snohomish County approval:



Date: 2/21/24

Facilities Director Date: _____

BAYLEY

February 19, 2024

To:
Snohomish County

From:
Jeffrey Madden
Bayley Construction, LP
206-741-4726
jeff.madden@bayley.net

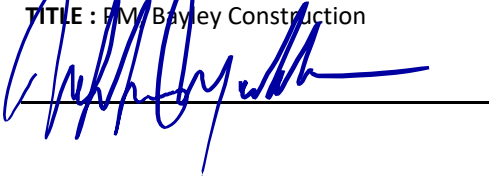
Project Name: **SnoCo Ballot Facility**

\$	38,385	Estimate Subtotal
\$	5,757.75	15.00% Overhead/Profit
\$	44,142.75	Subtotal
\$	4,317	9.9% WA State Sales Tax
\$	4,317	Tax Subtotal
\$	48,460	Subtotal with Tax
\$	44,142.75	Subtotal without Tax and to be Included in Change Order

Assumptions and Clarifications

Exclusions

PROPOSED BY: Jeffrey Madden
TITLE: PM, Bayley Construction



Approval BY: Shauna Allison
TITLE: PM, WJA-dc





Hydro Rents by BrandSafway - Portland
 15710 NE 65th Street Vancouver Washington United
 States 98682
 Phone 3608961170 Fax 3608961141
 hydro-rents.com

Quotation

Quote # PRO-2024-01-063076
 Opportunity ID 2401-044470
 Job Start Date 2024.01.05

PRESENTED TO:

Account Name Bayley
Address 8005 SE 28th Street
 Mercer Island (Washington)
 United States 98040
Contact Tim Turcott
Email tim.turcott@bayley.net

SHIP TO:

Reference Ballot Office Everett
Rent Duration
Address (Quebec)
 Canada

SECTION

Transport Platform

1

Available Training:

- Site specific operator training;
- Operator training available; operator certification is mandatory to operate the unit;
- Erector/dismantler training is available; erector/dismantler certification is mandatory to perform installation;
- Unless specified, this proposal does not include training fees;
- Contact your access solution advisor for more information on our training services.

Characteristics of Hydro-Mobile F Series MCWP:

Speed: 19 ft / min (F200 model), 38 ft / min (F300 model)
 Rack and pinion drives
 Capacity up to 3600 lbs per unit (depending on configuration)
 Maximum length: single unit configuration is 50 ft, twin units configuration is 115 ft
 Possibility of independant platforms on each side of a mast
 Gas-powered or electrical
 Rental of F SERIES includes bridges and accessories.

#	Item	Item Qt.	Description	Period Qt.	Period	Period Price	S-Total
1	Rental	1.00	F-series Transport Platform	3.00	28 days	\$5,750.00	\$17,250.00
2	Freight	2.00	Truckloads	1.00	Each	\$825.00	\$1,650.00
3	Wall Tie Hardware	3.00	Irons/Anchors	1.00	Each	\$275.00	\$825.00
4	Engineering	1.00	Concrete Detail	1.00	Each	\$5,000.00	\$5,000.00
5	Labor	1.00	Erection/Dismantle	1.00	Each	\$9,660.00	\$9,660.00



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SECTION		10k Forklift Rental					
2							
#	Item	Item Qt.	Description	Period Qt.	Period	Period Price	S-Total
1	Telescoping Forklift	1.00	10k Forklift'	2.00	Week(s)	\$2,000.00	\$4,000.00



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SECTION	Clarifications and Exclusions
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3	<p><u>CLARIFICATIONS AND EXCLUSIONS:</u></p> <ul style="list-style-type: none"> · Standard set ups that are listed in the Hydro Mobile owner’s manual are utilized. Any set ups outside of the manual will have factory authorization. · Hydro Mobile authorized user operator/competent person training is required by anyone operating the equipment. A minimum of 2 competent persons must always be on each platform. · This proposal is based on the tentative scheduled dates and durations. · The equipment will be trucked in per elevation according to the schedule. Appropriate lay down area will be required. Extra truckloads will be billed accordingly. · A final Hydro-Mobile layout will be provided upon acceptance of this proposal. · Standard guard rails will be installed on the back side, ends and plank ends of work platforms. · A 40” x 40” ground pad is included. Any additional shoring or engineering is excluded. · Use of standard wall tie connections fastened to the structure from the deck of the Hydro Mobile. The structure must meet the minimum capacity to hold the specified loads detailed in the owner’s manual. Additional engineering of the building or connection is not included. · Standard OSHA plank is (included/excluded). Initial plank installation is (excluded) · Appropriate distance from all power lines must be maintained. · Lane closures, sidewalk closure or other permits are not included. · Fuel for the units is not included. · Fasteners are not included. · Billing is based on a 28 day rental cycle · Taxes are not included. · There will be no retainage. · Quote is valid for 60 days or until a signed contract is in place.
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#	Item	Item Qt.	Description	Period Qt.	Period	Period Price	S-Total
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TERMS AND CONDITIONS

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Rental Term: Hydro Mobile a division of BrandSafway Access inc., a Canadian corporation registered under the laws of the Province of Quebec, or Hydro Rents, Inc., Hydro Mobile USA, Inc., Hydro Rents Colorado, Inc., Hydro Rents North West, Inc., or Hydro Rents Carolina, Inc., each of which are Delaware corporations, or any other corporate affiliate under common control with such companies (any one of which is referred to herein as "Hydro Rents by BrandSafway"), hereby rents to the Lessee named on the first page hereof each of the items of equipment listed on the first page hereof (the "Equipment") for a term of months beginning on the date the Equipment is delivered to Lessee's location and continuing until the Equipment is returned to Hydro Rents by BrandSafway at a location specified by Hydro Rents by BrandSafway. For purposes of this agreement, a month shall constitute four full calendar weeks and twenty-eight consecutive calendar days. In no event shall the rental term be less than one month.

Rent: Lessee shall pay Hydro Rents by BrandSafway the applicable monthly rental rate in advance for each item of Equipment as specified on the first page hereof for each month during the term of this agreement. Rent shall be prorated for any partial months during which Lessee uses, or has possession of, or fails to return the Equipment.

Shipping; Delivery; and Return: Unless Lessee has arranged to accept delivery of the Equipment at Hydro Rents by BrandSafway' specified location, Lessee shall also pay Hydro Rents by BrandSafway all costs of transportation, shipping, and delivery to Lessee's specified location and for all costs of transportation, shipping and return delivery back to Hydro Rents by BrandSafway' place of business. Lessee shall not remove the Equipment from the delivery location without the prior written consent of Hydro Rents by BrandSafway.

Assembly and Disassembly: Lessee shall be solely responsible for and assume all risks associated with assembling and disassembling the Equipment unless otherwise agreed to in a writing signed by an authorized representative of Hydro Rents by BrandSafway.

Taxes: Lessee shall be liable for any applicable sales or use taxes associated with this agreement or its use of the Equipment.

Invoicing: Hydro Rents by BrandSafway shall issue a monthly invoice to Lessee reflecting all of the rent and other charges payable by Lessee hereunder. Each invoice shall be payable in full by Lessee on or before the first day of the next following month. Payment to Hydro Rents by BrandSafway shall be made the manner specified on each invoice.

Late Payments: If Lessee fails to pay any amount on time, then such amount shall accrue interest until paid in full at the lesser of 24% per annum or the maximum amount permitted by applicable law.

Security Deposit: Hydro Rents by BrandSafway reserves the right to require Lessee to make a security deposit in an amount solely determined by Hydro Rents by BrandSafway. Any such security deposit shall be held by Hydro Rents by BrandSafway to better guarantee Lessee's performance hereunder. If Lessee breaches any obligation hereunder, then Hydro Rents by BrandSafway shall have the right to apply some or all of the security deposit to offset Hydro Rents by BrandSafway' money damages, loss or expense. If Lessee has substantially complied with all of the terms and



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conditions of the agreement, then Hydro Rents by BrandSafway will return the security deposit to Lessee without interest within 30 days after the Equipment has been returned to Hydro Rents by BrandSafway.

Acceptance: Unless Lessee notifies Hydro Rents by BrandSafway in writing within 48 hours after the Equipment has been delivered to Lessee's specified location, then Lessee shall be deemed to have accepted for all purposes the quantity, quality and condition of the Equipment.

Mandatory Training: Before the Equipment is placed into use by Lessee, Lessee and any of Lessee's employees, agents, or contractors who will be working with or on the Equipment must satisfactorily complete a training program and a certification test designed and administered by or on behalf of Hydro Rents by BrandSafway. Hydro Rents by BrandSafway reserves the right to charge Lessee a fee at Hydro Rents by BrandSafway' then-prevailing rates for such training and certification testing.

Safety: Use of Equipment: Lessee understands and accepts the risks involved with use of the Equipment. Lessee represents and warrants that it is familiar with the proper and intended use of the Equipment. Lessee shall use the Equipment safely and in conformity with all applicable training programs, user manuals or instructions, warnings, and applicable workplace safety laws, rules or regulations. Lessee shall permit only duly trained, qualified and competent personnel to work with or on the Equipment. Lessee shall not disable or modify any safety features of the Equipment. Lessee shall use the Equipment strictly within the Equipment's rated load and capacity standards and shall not permit such load or capacity standards to be exceeded. Lessee shall not permit the Equipment to be used in any unsafe manner.

Maintenance and Repairs: Lessee at its own cost and expense shall maintain the Equipment in good repair, condition and working order. Lessee shall immediately notify Hydro Rents by BrandSafway of any defect in any item of Equipment so that reasonable steps can be taken to replace or repair such item. Lessee shall not remove, alter, disfigure or cover up any numbering, lettering, or symbols displayed on the Equipment.

Inspection: Hydro Rents by BrandSafway reserves the right to go upon any property where the Equipment is located in order to inspect the condition, manner of use, and operation of the Equipment.

Limited Warranty: Hydro Rents by BrandSafway warrants only that the Equipment will be complete and in good working order and repair when delivered to Lessee.

Disclaimer of All Other Warranties: **HYDRO RENTS BY BRANDSAFWAY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Limitation of Liability: **Hydro Rents by BrandSafway shall not have any liability to Lessee except in connection with a material breach of the limited warranty set forth above. Hydro Rents by BrandSafway shall have no liability at law or in equity to Lessee or other persons for any consequential, incidental, punitive, or other damages including but not limited to damages pertaining to property loss, personal injury, death, lost profits, or business interruption arising from or in connection with Lessee's use of the Equipment. IN NO EVENT SHALL THE TOTAL AMOUNT OF HYDRO RENTS BY BRANDSAFWAY' LIABILITY TO LESSEE EXCEED THE AMOUNT OF RENT COLLECTED BY HYDRO RENTS BY BRANDSAFWAY FROM LESSEE.**



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Indemnification: Lessee acknowledges that it is solely responsible for the selection of the type and quantity of the Equipment and for determining the suitability of the Equipment for Lessee's purposes. LESSEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS HYDRO RENTS BY BRANDSAFWAY, AND ITS OFFICERS, DIRECTORS, OWNERS AND EMPLOYEES, FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEEDINGS, COSTS, EXPENSES (INCLUDING ATTORNEYS FEES AND LITIGATION EXPENSES), DAMAGES AND LIABILITIES RELATING IN ANY WAY TO LESSEE'S USE OR POSSESSION OF THE EQUIPMENT AND ANY ACT, OMISSION, NEGLIGENCE, RECKLESSNESS, OR GROSS MISCONDUCT BY LESSEE, ITS EMPLOYEES, AGENTS OR CONTRACTORS. LESSEE SHALL NOTIFY HYDRO RENTS BY BRANDSAFWAY WITHIN 24 HOURS OF DAMAGE TO, OR LOSS OF, OR AN ACCIDENT INVOLVING, THE EQUIPMENT. LESSEE SHALL AT ITS OWN EXPENSE DEFEND HYDRO AGAINST ALL CLAIMS, SUITS, PROCEEDINGS OR CAUSES OF ACTION IN WHICH LIABILITY AGAINST HYDRO RENTS BY BRANDSAFWAY IS ALLEGED AS A RESULT OF LESSEE'S USE OR POSSESSION OF THE EQUIPMENT; PROVIDED, HOWEVER, THAT HYDRO RENTS BY BRANDSAFWAY IN ITS SOLE DISCRETION MAY ELECT TO DEFEND ANY SUCH CLAIM, SUIT, PROCEEDING OR CAUSE OF ACTION ON ITS OWN BEHALF WITH COUNSEL OF ITS OWN CHOOSING AND, IN SUCH CASE, LESSEE SHALL PROMPTLY REIMBURSE HYDRO RENTS BY BRANDSAFWAY ON DEMAND FOR ALL COSTS, EXPENSES, AND ATTORNEY'S FEES INCURRED IN CONNECTION THEREWITH. LESSEE AGREES THAT IT SHALL BEAR THE ENTIRE RISK OF CLAIMS OR LOSS RELATING TO THE POSSESSION OR USE OF THE EQUIPMENT DURING THE TERM OF THIS AGREEMENT.

Insurance: During the term of this agreement, Lessee shall insure the Equipment against all risks of loss or damage from every cause, for not less than the full replacement value of the Equipment. Lessee shall also maintain insurance covering all liability for personal injury, death, or property damage arising out of Lessee's use or possession of the Equipment with policy limits of not less \$2 million. Lessee shall cause Hydro Rents by BrandSafway to be named as an additional insured and loss payee under such policies of insurance; provided, however, that Hydro Rents by BrandSafway shall have no responsibility for paying the premiums therefor. Without further notice or demand, Lessee shall, on or before the date of delivery of the Equipment, provide Hydro Rents by BrandSafway with a certificate or certificates evidencing such insurance.

Title: Title to the Equipment shall at all times belong to and remain with Hydro Rents by BrandSafway.

No Liens or Attachment: Lessee shall not permit or authorize any liens or other legal attachment by other persons on the Equipment. The Equipment shall not become a part of any building or property. Upon request, Lessee shall provide Hydro Rents by BrandSafway with a written release, in form acceptable to Hydro Rents by BrandSafway, from the owner of the property where Lessee uses the Equipment confirming Hydro Rents by BrandSafway' title to the Equipment and Hydro Rents by BrandSafway' right to remove the Equipment in the event of a default by Lessee or in the event Lessee fails to return the Equipment upon the termination of this agreement.

No Sub-Letting or Assignment: Lessee may not sub-let the Equipment or assign this agreement or any of Lessee's rights or obligations hereunder to any third person.

Default: Termination: If Lessee breaches or fails to perform any obligation hereunder and such breach or failure remains uncured following 10 days' written notice, then Hydro Rents by BrandSafway shall have the right to all of the following remedies (a) terminate this agreement without further notice, (b) declare all rents and other charges due hereunder immediately owing, (c) retake possession of the Equipment by any lawful means, and (d) pursue any other legal or equitable remedies to which it may be entitled under the circumstances.

General Provisions: (a) This instrument constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, promises, representations, quotes, proposals, or bids. (b) This agreement may be amended or modified only by a written instrument that is signed by authorized representatives of Lessee and Hydro Rents by BrandSafway. (c) No failure or delay on the part of Hydro Rents by BrandSafway to exercise any right or remedy available to it shall operate as a waiver of any past or future right or remedy. (d) This agreement shall be governed, interpreted and enforced in accordance with the laws of the state in which this agreement is accepted by Hydro Rents by BrandSafway. (e) If



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Hydro Rents by BrandSafway is required to engage the services of an attorney to enforce any of the terms of this agreement, then, in addition to any other amounts owing hereunder Lessee agrees to reimburse Hydro Rents by BrandSafway for all attorney's fees and other costs of enforcement.



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SIGNATURES

THIS SUBMISSION BECOMES AN AGREEMENT WHEN BOTH PARTIES HAVE SIGNED

By signing this document, I certify that I have read, understood and agree to all pages of the proposal, including the general terms and conditions, terms specific to labor time and materials (hourly) and different types of scaffolding.

HYDRO RENTS BY BRANDSAFWAY - PORTLAND

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 United States 98682
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 Fax 3608961141
 hydro-rents.com

 Joshua Soma
 jsoma@hydro-rents.com
 M: (360) 952-1044

CUSTOMER

Bayley
 8005 SE 28th Street
 Mercer Island (Washington)
 United States 98040
 Phone
 Fax

 Tim Turcott
 tim.turcott@bayley.net

 P.O. #:

 Signature Date

BILLING ADDRESS

Same as above

Other (fill below)

Company _____
 Contact _____
 E-Mail _____
 Address _____
 Phone _____
 Fax _____